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Self-Service Meat Markets and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 546 (1964)

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Self-Service Meat Markets and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 546 (1964)

Location

Chicago, IL

Effective Date

10-4-1964

Expiration Date

10-7-1967

Number of Workers

2500

Employer

Self-Service Meat Markets

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

546

NAICS

44

Sector

P

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Self-Service Contract

1964-1967



#6740

LOCAL 546

**Amalgamated Meat Cutters
and Butcher Workmen
of North America**

AFL—CIO

R. EMMETT KELLY
Secretary-Treasurer

1964-67
SELF-SERVICE CONTRACT
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA—AFL-CIO

October 4, 1964, through October 7, 1967

Articles of Agreement governing
Self-Service Meat Markets in the City of
Chicago and County of Cook, entered into

between_____

hereinafter called the "Employer," and the
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL 546 (AFL-
CIO), hereinafter sometimes referred to as
the Union, acting as the exclusive collective
bargaining agent for all employees covered
by this Agreement.

INDEX

GENERAL

	PAGE
Article I — Section 1.1 Scope of Contract	5
1.2 Definitions	5
(a) Apprentices	5
(b) Journeyman	6
(c) Head Meat Cutter	6
(d) Self-service and Service	6
1.3 Notices	8
1.4 Partial Invalidity	8
1.5 Authority of Signing Parties	9
1.6 Successors and Assigns	9
1.7 Effective Date	9

RECOGNITION AND JURISDICTION

Article II — Section 2.1 Recognition	9
2.2 Processing	9
2.3 Sales	10

WAGES

Article III — Section 3.1 Wage Rates	11-12-13-14-15-16
3.2 Payment of Extra Day Rates	17
3.3 Extra Help	17

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Article IV — Section 4.1 Basic Workday	17
4.2 Basic Workweek	18
4.3 Sixth Day Guarantee	18
4.4 Overtime	19
4.5 Inventory	19
4.6 Laundry, Tools, etc.	19
4.7 Rest Period	19

MARKET OPERATING HOURS

PAGE

Article V — Section 5.1	Market Operating Hours	19
5.2	Excepted Product Sales	20

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

Article VI — Section 6.1	Holidays	21
6.2	Vacations	21
	(a) Length of Vacations	21
	(b) Definitions	22
	(c) Administration of Vacation Provisions	22
6.3	Absences due to Injuries	24
6.4	Funeral Leave	25
6.5	Jury Pay	25
6.6	Leave of Absence	26

HEALTH AND WELFARE

Article VII — Section 7-1	Health and Welfare Fund	27
7.2	Eligible Employee Defined	27
7.3	Employer Contributions	27
7.4	Termination of Employers Plan	28
7.5	Termination of Contributions	28
7.6	Continuation of Employers Plan	28
7.7	Future Discontinuance of Employers Plan	29

PENSION

Article VIII — Section 8.1	Pension Fund	30
8.2	Eligible Employee Defined	30
8.3	Employers Contributions	30

	PAGE
8.4 Termination of Contributions	31
8.5 Compliance with Law	31
8.6 Employers Pension Plan	32

UNION-MANAGEMENT RELATIONS

Article IX — Section 9.1	Union Employees	33
9.2	Union Shop	33
9.3	Business Representatives	33
9.4	Discharge	34
9.5	Display of Contract and Union Shop Cards	34
9.6	Concessions to Other Employers	35

SENIORITY

Article X — Section 10.1	Seniority Defined	35
10.2	Layoffs and Recalls After Layoffs	36
10.3	Promotion to Supervision	37
10.4	Seniority of Employees on Leave of Absence	37

GRIEVANCES AND ARBITRATION

Article XI — Section 11.1	No Strike; No Lockout	38
11.2	Time Limit on Grievances	40
11.3	Grievances and Arbitration	40

TERM

Article XII — Section 12.1	Initial Term	42
12.2	Renewal Term	42
12.3	Retroactivity	42

ARTICLE I

GENERAL

SECTION 1.1—*Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Self-Service Meat Markets only within the geographical jurisdiction of Local 546, and that the hours, wages and other conditions of employment of Employer's meat department employees in Service Markets are covered by a separate Contract. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

SECTION 1.2—*Definitions:*

(a) *Apprentice:* An apprentice is an employee who is in training to become a Jour-

neyman Meat Cutter. Apprentices must be at least sixteen (16) years of age.

Apprentices may be employed at a ratio of not exceeding three (3) for each seven (7) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them sufficient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

(b) *Journeyman*: After serving three years of apprenticeship (two and one-half (2½) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

(c) *Head Meat Cutter*: The term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-package self-service basis. It is agreed

that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-package self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Self-Service Contract.

If no fresh beef, veal, lamb, mutton or pork are sold on a self-service basis, then the market is a Service market and shall be operated in accordance with the Service Contract. It is further expressly understood and agreed that if all fresh beef, veal, lamb, mutton and pork sold by a market are handled and sold on a service basis only, the fact that a market handles and sells, on a self-service basis, delicatessen and other meat products now excepted from the jurisdiction of the Union under the Service Contract shall not operate to classify such market as a self-service market; but such semi-self-service market shall nevertheless be considered a service market subject only to the wage scales, hours and other conditions provided in the Service Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market subject to the terms and conditions of the Service Contract or a self-service mar-

ket subject to the terms and conditions of this Contract, the decision of the Union shall be binding unless and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

SECTION 1.3—*Notices.* All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 130 N. Wells St., Chicago, Illinois 60606, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

SECTION 1.4—*Partial Invalidity.* Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and void, the remainder of the Contract shall continue in full force and the parties will

immediately begin negotiations to replace the void part with a valid provision.

SECTION 1.5—*Authority of Signing Parties.* The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

SECTION 1.6—*Successors and Assigns.* This agreement shall be binding upon the Employer herein and its successors and assigns.

SECTION 1.7—*Effective Date.* Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

ARTICLE II

RECOGNITION AND JURISDICTION

SECTION 2.1—*Recognition.* The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle, price and sell frozen and fresh meats on Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

SECTION 2.2—*Processing.* In Self-Service markets employees covered by this Contract

shall perform all cutting, preparing, fabricating handling, pricing and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated in Section 2.3—Item 5 below, frozen fresh poultry, fresh or iced poultry cut up or whole, salt pork and vacuum or comparably tight-wrapped ham slices, shanks and butts may be prepared and pork loins may be boned by the packer, supplier or employer off the premises.

SECTION 2.3—Sale. In self-service markets, employees covered by this Contract shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-service cases outside the market hours set out in Article V provided that employees covered by this Contract stock the cases:

- (1) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;

- (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (2) Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;
 - (3) Frozen packaged fish;
 - (4) Smoked butts, smoked ribs, smoked hocks and salt pork;
 - (5) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and chopettes, with or without butter or vegetable, breaded or unbreaded.

provided further that frozen fresh poultry, fresh and or iced poultry (cut-up or whole) processed on or off the premises, fresh pork sausage and the frozen meat specialty items described above are priced or prepriced and fresh or iced poultry wrapped by meat department employees on the premises.

ARTICLE III

WAGES

SECTION 3.1—*Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

FIRST CONTRACT YEAR
WAGE RATES—OCT. 4, 1964 THRU SEPT. 4, 1965, IN
STORES COVERED BY FEDERAL WAGE-HOUR LAW

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter.....	\$145.50	\$40.51	\$18.69	\$3.6375	\$5.45625
Journeyman	139.00	38.73	17.88	3.475	5.2125
Apprentices:					
0 to 6 Months	78.00	21.95	10.25	1.95	2.925
6 to 12 "	86.00	24.15	11.25	2.15	3.225
12 to 18 "	94.00	26.35	12.25	2.35	3.525
18 to 24 "	101.00	28.28	13.13	2.525	3.7875
24 to 36 "	109.00	30.48	14.13	2.725	4.0875

Extra Journeyman—\$139.00 for a basic workweek; \$29.80 per full day; \$14.90 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

SECOND CONTRACT YEAR
WAGE RATES—SEPT. 5, 1965 THRU OCT. 1, 1966, IN
STORES COVERED BY FEDERAL WAGE-HOUR LAW

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter.....	\$145.50	\$43.65	\$21.83	\$3.6375	\$5.45625
Journeymen	139.00	41.70	20.85	3.475	5.2125
Apprentices:					
0 to 6 Months	78.00	23.40	11.70	1.95	2.925
6 to 12 "	86.00	25.80	12.90	2.15	3.225
12 to 18 "	94.00	28.20	14.10	2.35	3.525
18 to 24 "	101.00	30.30	15.15	2.525	3.7875
24 to 36 "	109.00	32.70	16.35	2.725	4.0875

Extra Journeymen—\$139.00 for a basic workweek; \$29.80 per full day; \$14.90 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

THIRD CONTRACT YEAR
WAGE RATES—OCT. 2, 1966 THRU OCT. 7, 1967, IN
STORES COVERED BY FEDERAL WAGE-HOUR LAW

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter.....	\$150.50	\$45.15	\$22.58	\$3.7625	\$5.64375
Journeyman	144.00	43.20	21.60	3.600	5.400
Apprentices:					
0 to 6 Months	80.00	24.00	12.00	2.000	3.000
6 to 12 "	88.00	26.40	13.20	2.200	3.300
12 to 18 "	96.00	28.80	14.40	2.400	3.600
18 to 24 "	104.00	31.20	15.60	2.600	3.900
24 to 36 "	113.00	33.90	16.95	2.825	4.2375

Extra Journeyman—\$144.00 for a basic workweek; \$30.80 per full day; \$15.40 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

**FIRST and SECOND CONTRACT YEAR
WAGE RATES—OCT. 4, 1964 THRU OCT. 1, 1966, IN
STORES NOT COVERED BY FEDERAL WAGE-HOUR LAW**

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter	\$145.50	\$31.10	\$15.55	\$3.6375	\$5.45625
Journeymen	139.00	29.80	14.90	3.475	5.2125
Apprentices:					
0 to 6 Months	78.00	17.60	8.80	1.95	2.925
6 to 12 "	86.00	19.20	9.60	2.15	3.225
12 to 18 "	94.00	20.80	10.40	2.35	3.525
18 to 24 "	101.00	22.20	11.10	2.525	3.7875
24 to 36 "	109.00	23.80	11.90	2.725	4.0875

Extra Journeyman—\$139.00 for a basic workweek; \$29.80 per full day; \$14.90 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

THIRD CONTRACT YEAR
WAGE RATES—OCT. 2, 1966 THRU OCT. 7, 1967, IN
STORES NOT COVERED BY FEDERAL WAGE-HOUR LAW

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight Time	Overtime
Head Meat Cutter.....	\$150.50	\$32.10	\$16.05	\$3.7625	\$5.64375
Journeymen	144.00	30.80	15.40	3.600	5.400
Apprentices:					
0 to 6 Months	80.00	18.00	9.00	2.000	3.000
6 to 12 "	88.00	19.60	9.80	2.200	3.300
12 to 18 "	96.00	21.20	10.60	2.400	3.600
18 to 24 "	104.00	22.80	11.40	2.600	3.900
24 to 36 "	113.00	24.60	12.30	2.825	4.2375

Extra Journeyman—\$144.00 for a basic workweek; \$30.80 per full day; \$15.40 per half day.

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

SECTION 3.2—*Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek. A premium of 25¢ per hour shall apply to straight time hours worked on the fifth (5th) day worked in a holiday week.

If the Employer becomes subject to state or federal legislation which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty-four (44), forty-two (42), or forty (40) hours in a workweek, then effective on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

SECTION 3.3—*Extra Help.* Extra help shall be paid at the extra Journeyman rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE IV

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 4.1—*Basic Workday.* Eight (8) hours shall constitute the basic workday which shall be scheduled to begin no earlier

than 8:00 a.m. and to end no later than 6:00 p.m. One hour shall be allowed for lunch in all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m.

SECTION 4.2—*Basic Workweek.* Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

SECTION 4.3—*Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the 6th day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

SECTION 4.4—*Overtime*. At the Employer's discretion overtime at overtime rates may be worked after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

SECTION 4.5—*Inventory*. Employees shall not take inventory outside of regular working hours.

SECTION 4.6—*Laundry, Tools and Equipment*. Laundry, tools and sharpening of tools shall be furnished free of cost by Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

SECTION 4.7—*Rest Period*. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

ARTICLE V

MARKET OPERATING HOURS

SECTION 5.1—*Market Operating Hours*. Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes

into the market before or after the hours set forth above.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof, the extension shall likewise apply to the market operating hours of self-service markets.

SECTION 5.2—*Excepted Product Sales.* In those stores in which the grocery departments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m. and on Sundays and holidays:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (3) Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;
- (4) Frozen packaged fish;
- (5) Smoked butts, smoked ribs, smoked hocks and salt pork;

- (6) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and chopettes, with or without butter or vegetable, breaded or unbreaded.

ARTICLE VI

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

SECTION 6.1—*Holidays*. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before, or after, a holiday, or both, except in the case of proven illness or unavoidable absence shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week, the employee shall receive a full week's pay for four (4) days of work. If an employee works the fifth (5th) day during a holiday week, he shall be paid the premium rate of 25¢ per hour set out in Article III.

SECTION 6.2—*Vacations*.

(a) *Length of Vacations*. Each full-time employee covered by this contract who quali-

fies shall be entitled to a vacation with pay for each year of full-time employment in accordance with the following schedule:

Number of Successive Years of Full-time Employment	Number of Weeks of Vacation with Pay
1 year	1
2 through 9 years, inclusive..	2
10 through 19 years, inclusive	3
20 or more years	4

(b) *Definitions.* The term “year of employment” means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later.

The term “successive” used in connection with employment means employment uninterrupted by separation from service.

(c) *Administration of Vacation Provisions.*

(1) All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time.

(2) The vacation schedule shall be posted in each market. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

(3) All vacations shall be for calendar weeks. Vacations of three weeks may be split by mutual agreement between the employee and Employer but not into any period of less than one week. Vacations of less than three weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer as consistent with efficient operation of the market.

(4) Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

(5) A week's vacation pay shall be calculated by multiplying forty (40) times the employee's regular straight-time hourly rate for the classification to which he is assigned at the time of taking his vacation.

(6) No employee shall be entitled to more than one vacation for any employment year.

(7) Effective October 4, 1964, an employee who has qualified for his first (1st) vacation and is involuntarily terminated after having worked six (6) months or more since his last anniversary date, such employee shall receive pro-rata vacation pay in accordance with the following schedule except where termination of service is due to proven dishonesty and/or drunkenness:

**Completed Months of Service
Since Last Service Anniversary
Vacation Pay***

Less than six months	None
6 months	6/12ths
7 months	7/12ths
8 months	8/12ths
9 months	9/12ths
10 months	10/12ths
11 months	11/12ths
12 months	Full Vacation Pay

**Vacation pay shall be calculated on the basis of the vacation to which the employee was entitled at his last previous service anniversary.*

If an employee has received his vacation with pay for such year of employment, he shall refund the difference, if any, between the vacation pay paid and the vacation pay to which he is entitled under the above schedule. It is understood that it shall not be the obligation of the Union to assist in the collection of such refunds.

A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

SECTION 6.3—Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay

for each day lost because of such injuries, but not in excess of four (4) days pay, including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

SECTION 6.4—*Funeral Leave*. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

SECTION 6.5—*Jury Pay*. When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he

otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

SECTION 6.6—*Leave of Absence.* Any Employee desiring a leave of absence shall make such request in writing to the Personnel Department of the Employer. The Union shall be notified by the Employer when an employee is granted a leave of absence, indicating the date the leave becomes effective and the date it will terminate, as well as the reasons for such granted leave.

Time spent on leave of absence will not be counted toward wage progression increases.

The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

Employees on leave will not be entitled to holiday pay, jury pay or funeral pay, nor shall time be counted toward vacation eligibility.

ARTICLE VII

HEALTH AND WELFARE

SECTION 7.1—*Health and Welfare Fund.* Pursuant to provisions contained in a previous Collective Bargaining Agreement, there has been established a Health and Welfare Fund known as the "Retail Meat Cutter Unions and Employers Joint Health and Welfare Fund For The Chicago Area"; said Fund is hereinafter referred to as the "Health and Welfare Fund."

SECTION 7.2—*Eligible Employee Defined.* As used herein, an "eligible employee" is an employee (1) who is covered by this Contract, (2) who is employed to work full-time on a regular basis and (3) who has completed his probationary period.

SECTION 7.3—*Employer Contributions.* The Employer shall pay to the Health and Welfare Fund the sum of \$21.00 per month for each eligible employee. Effective January 1, 1965, the sum to be paid shall be \$23.00 per month per eligible employee and effective January 1, 1966, the sum to be paid shall be

\$25.00 per month per eligible employee. With respect to an employee whose probationary period is completed after October 1, 1964, contributions for such employees shall commence with the first day of the calendar month following completion of the probationary period.

SECTION 7.4—*Termination of Employers Plan.* Payment by the Employer into the Health and Welfare Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hospital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

SECTION 7.5—*Termination of Contributions.* Contributions to the Health and Welfare Fund shall be discontinued as of the first of the month following:

- (a) Termination of employment.
- (b) A lay-off or leave of absence of 30 calendar days or more.
- (c) The employee's ceasing to be an eligible employee due to his failure to work thirty-two (32) hours or more per week for eight (8) consecutive weeks.

SECTION 7.6—*Continuation of Employers Plan.* Prior to the effective date of this Con-

tract, a majority of the eligible employees of certain Employers elected to be covered under the Employer's Health and Welfare Plan. As to such employees, those Employers shall provide and maintain, cost-free, to such employees, except as to optional life insurance, benefits not less than contained in such Employers' respective Health and Welfare Plans in effect on October 4, 1964, and such Employers shall not be obligated to contribute to the Health and Welfare Fund.

SECTION 7.7—*Future Discontinuance of Employers Plan.* An Employer whose employees had hitherto elected to be covered under that Employer's Health and Welfare Plan may discontinue the coverage of such employees under such Plan upon giving written notice to the Union of the Employer's intention, designating in said notice the proposed termination date and agreeing to make contributions on behalf of such employees to the Health and Welfare Fund. Upon approval by the Trustees of the Health and Welfare Fund, coverage under such Fund shall become effective for such employees on the date proposed by the Employer if it shall be subsequent to the approval by the Trustees and, if not, on the first day of the month following the Trustees' approval. Except for liabilities accrued up to the effective date of the change over, all further obligations of the Employer with respect to the Employer's Health and Welfare Plan shall terminate.

ARTICLE VIII

PENSION

SECTION 8.1—*Pension Fund.* The Union and the Employers agree to the establishment of a Pension Fund and, pursuant thereto, have agreed to enter into an Agreement and Declaration of Trust creating the "Midwest Meat Cutter Unions and Retail Employers Joint Pension Fund"; said Fund is hereinafter referred to as the "Pension Fund." The Trust Agreement shall provide for the administration of the Pension Fund by an equal number of Trustees representing the Employer and the Union respectively.

SECTION 8.2—*Eligible Employee Defined.* As used herein, an "eligible employee" is an employee (1) who is covered by this Contract, (2) who is employed to work full-time on a regular basis and (3) who has completed his probationary period.

SECTION 8.3—*Employers Contributions.* The Employer shall pay to the Pension Fund the sum of \$26.00 per month per eligible employee; which sum shall be used by the trustees for the provisions of pension benefits to the employees of the employer and for the payment of such reasonable cost, charges, and expenses as are necessarily incurred in the management and administration of the Trust Fund.

Such contributions shall commence for the month of October, 1965, with respect to each eligible employee.

For an eligible employee whose probationary period ends after October 1, 1965, contributions shall commence with the first day of the month following completion of the probationary period.

The first contribution for eligible employees which shall be due for the month of October, 1965, shall be paid by November 10, 1965. Subsequent contributions shall be remitted by the Employer by the 10th day of each succeeding month for eligible employees.

SECTION 8.4—*Termination of Contributions.* Contributions to the Pension Fund shall be discontinued as of the first of the month following:

- (a) Termination of employment.
- (b) A lay-off or leave of absence of 30 calendar days or more.
- (c) The employee's ceasing to be an eligible employee due to his failure to work thirty-two (32) hours or more per week for four (4) consecutive weeks.

SECTION 8.5—*Compliance with Law.* The Agreement and Declaration of Trust herein provided for shall comply in all respects with the applicable provisions of the Labor Management Relations Act of 1947 as amended and also with Section 7(d) (4) of the Fair Labor Standards Act as amended so that with respect to the latter, the contributions herein provided for shall qualify as exclusions from the regular rate of pay. Said trust

shall also comply with all applicable provisions of the Internal Revenue Code of 1954 as amended and the regulations issued thereunder, so that the trust shall constitute a qualified trust under the provisions of Section 401(a), the Employer's contributions to the Pension Fund shall be deductible under Section 404(a), and the Pension Fund shall be exempt from taxation under Section 501(a) of the Internal Revenue Code.

It is agreed that all contributions made by the Employer pursuant to this article are made subject to the condition subsequent that in the event the Pension Fund shall fail to qualify under said Internal Revenue Code by January 1, 1967, then upon such failure such contributions, less the Employer's pro rata share of such reasonable expenses as the Trustees may necessarily incur in creating and endeavoring to qualify the Pension Fund under said Internal Revenue Code, shall be returned to the Employer, and this Article VIII shall thereupon become null and void.

SECTION 8.6—*Employers Pension Plan.* Unless the Employer and the Union have agreed otherwise, any pension, retirement or profit sharing plan which the Employer has heretofore established for the purpose of providing pension and retirement benefits to employees covered by this Contrast shall terminate automatically with respect to such employees effective on September 30, 1965, except for liabilities accrued up to the effective date of such termination.

6740

ARTICLE IX

UNION-MANAGEMENT RELATIONS

SECTION 9.1—*Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

SECTION 9.2—*Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 9.3 — *Business Representatives.* Union Business Representatives shall be admitted to the Employer's market premises

during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

SECTION 9.4 — *Discharge*. During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency, incivility or an oversupply of help will be sufficient cause for dismissal.

SECTION 9.5 — *Display of Contract and Union Shop Cards*. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time

as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

SECTION 9.6—*Concessions to Other Employers.* The Union agrees that during the term of this Agreement it will not enter into a contract with any other employer which grants to such other employer the right to operate self-service markets for lesser wages or longer hours or any other condition of employment or market operation more favorable to such other employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other employer.

ARTICLE X

SENIORITY

SECTION 10.1—*Seniority Defined.* Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as a full-time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty (30) days after which their

seniority shall date back to the date the employee started to work. When two or more employees start work the same day, the date of birth shall determine their relative seniority.

An employee's seniority shall be terminated if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last address known to the Employer a written notification to return to work (with a copy to the Union); (5) fails to return to work upon expiration of an authorized leave of absence; (6) refuses, as an alternative to being laid off, to accept work in his classification in another store within the seniority area; (7) refuses, after having been laid off, to accept work in his job classification in any store in the seniority area; or (8) has been laid off by the Employer for a period of one year; provided that at the end of the sixth month and at the end of each month thereafter, the laid off employee, in order to retain his recall rights, must notify, in writing, the Employer of his desire to be retained on recall status.

The "in-service" date of an employee who progresses from Apprentice to Journeyman, or who is demoted from Head Meat Cutter to Journeyman shall not be affected by such change in classification.

SECTION 10.2—*Layoffs and Recalls After Layoffs.* Where the employee's qualifications to perform the work available are equal, in-

cluding in the case of Head Meat Cutters the ability to organize and direct the work of others, seniority shall control the order of layoffs and recalls after layoffs of full-time employees within the seniority area within the following job classifications:

Head Meat Cutters

Journeymen

Apprentices

Wrappers

(where covered by Union contract)

The term "seniority area" means the area covered by the operating division, district or administrative or geographic unit used by the Employer, as said Employer's unit may be organized from time to time, and falling within the cities and counties in which the Employer has recognized the Union Locals. The Employer shall notify the Union in writing of the areas comprising its seniority areas as modified from time to time.

SECTION 10.3—*Promotion to Supervision.* If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer and is returned to the collective bargaining unit within one year, he shall commence work with the seniority rank he had at the time of his promotion.

SECTION 10.4—*Seniority of Employees on Leaves of Absence.* The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the

United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence, other than military leave of absence, in excess of ninety (90) days, shall be protected to the expiration of said leave of absence but not in excess of one year, but such seniority shall not accumulate during any period of absence in excess of one year.

ARTICLE XI

GRIEVANCES AND ARBITRATION

SECTION 11.1—*No Strike; No Lockout.* The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the term of this agreement there shall be no strikes, work stoppage, diminution or suspension of work

of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

The Union reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 11.3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in Article V, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.

The Union further reserves the right to strike any Employer who is required by this contract to make contributions to the Health and Welfare Trust Fund or the Pension Trust Fund who remains delinquent in the

payment of a contribution for a period of fourteen (14) calendar days after a written notice is sent to the Employer by the Union; provided, however, that the Union without recourse to arbitration may not strike for this reason if within said fourteen (14) day period the Employer corrects said delinquency or notifies the Union in writing that there is a bona fide dispute as to whether the payment is delinquent or as to the amount of the delinquency and also initiate arbitration with respect to said dispute in accordance with the provisions of this contract.

SECTION 11.2—*Time Limit on Grievances.* Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

SECTION 11.3—*Grievances and Arbitration.* Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be resolved by negotiations within fifteen (15) days after the inception of the matter in dispute, then it shall be submitted immediately to a Board of Arbitra-

tion, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article I, Section 1.2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon the grievant employee, the Union and the Employer. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator

appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE XII

TERM

SECTION 12.1—*Initial Term.* This Agreement shall become effective at 12:01 a.m., October 4, 1964, and shall expire at 12:00 midnight, October 7, 1967.

SECTION 12.2—*Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the first Saturday in October of each year.

SECTION 12.3—*Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases in wages set out in Article III resulting from the negotiations following the Contract expiration date shall be retroactive to the date

of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____

day of _____, 19____.

LOCAL 546, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____



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